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THIS BOOK DOES  
NOT CIRCULATE

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWN OF DOVER

AND

LOCAL 37, AN AFFILIATE OF THE  
INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN  
AND HELPERS OF AMERICA

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1975-1977

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Labor Relations

1976

RUTGERS UNIVERSITY

Prepared by:

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AGREEMENT, Entered into this 20<sup>th</sup> day of July

1975, By and Between:

TOWN OF DOVER, a Municipal Corporation of the  
State of New Jersey with offices at Municipal  
Building, 37 North Sussex Street, Dover, New Jersey,  
07801

(Hereinafter called the "EMPLOYER")

and:

LOCAL 37, an affiliate of the International Brotherhood  
of Teamsters, Chauffeurs, Warehousemen and Helpers  
of America

(Hereinafter called the "LOCAL")

W I T N E S S E T H:

WHEREAS, pursuant to and in accordance with the terms  
and spirit of Chapter 303 of Public Laws of 1968, its amendments  
and supplements thereto, the EMPLOYER and LOCAL have met and  
negotiated the terms and conditions of the employment of the employees  
of the Streets and Roads Department employed by the Town of Dover for  
the fiscal years 1975, 1976 and 1977; and

WHEREAS, both the EMPLOYER and the LOCAL believe in  
the soundness of principle of collective bargaining and contracting; and

WHEREAS, these negotiations have resulted in an agreement  
respecting the terms and conditions of employment; and

WHEREAS, it is in the mutual best interest of the EMPLOYER  
and the LOCAL to promote and maintain a harmonious relationship  
in order that a more efficient and progressive public service may be  
rendered;

NOW, THEREFORE, in consideration of the mutual promises and

covenants herein contained it is mutually agreed by and between the parties as follows:

ARTICLE I. RECOGNITION

SECTION 1. The EMPLOYER agrees to recognize and deal with the LOCAL through its designated representative as the sole and exclusive bargaining agent of all employees of the Streets and Roads Department in the Town of Dover excepting office and clerical employees, guards, watchmen, summer help, Town Superintendent, Assistant Town Superintendent, craft employees, professional employees and police employees, foremen, and supervisors within the meaning of the Act. This Agreement does not extend to members of the LOCAL not employed by the Town of Dover in its Streets and Road Department.

SECTION 2. In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

## ARTICLE II. COVERAGE

SECTION 1. It is intended that this Agreement shall cover all matters pertaining to employment, wages, hours, and working conditions concerning the members of the Streets and Roads Department employed by the Town of Dover.

SECTION 2. It is recognized that only full-time, permanent employees are covered by the provisions of this Agreement.

### ARTICLE III. MANAGEMENT

(a) It is recognized that there are certain functions, responsibilities and rights exclusively reserved to the Mayor and Board of Aldermen of the Town of Dover, among which are the direction and operation of the Streets and Roads Department, the types of work to be performed, (including subcontracting, if deemed necessary), the work assignments of employees, the machinery, tools and equipment to be used, shift schedules and hours of work, the making and enforcing of rules and regulations for discipline and safety of their employees, and whatever action may be necessary in situations of emergency, as determined by the Mayor and Board of Aldermen of the Town of Dover by and through the Chairman of the Streets and Roads Department. None of the rules and regulations so formulated or as changed from time to time, shall be inconsistent with this Agreement.

(b) The promotion, transfer, discharge or discipline for cause and layoff are the sole functions of the Mayor and Board of Aldermen of the Town of Dover except as may herein otherwise be provided or limited by any applicable provision of this Agreement.

#### ARTICLE IV. SICK LEAVE

SECTION 1. All employees covered by this Agreement will be entitled to fifteen (15) days of sick leave,

SECTION 2. Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee, or absence caused by death in the immediate family of such employee.

A certificate of a reputable physician in attendance shall be required as sufficient proof of need of leave of absence of the employee or the need of the employee's attendance upon a member of the employee's immediate family. In case of leave of absence due to contagious disease a certificate from the Department of Health shall be required. In case of death in the family of the employee, any reasonable proof required by the department head shall be sufficient.

SECTION 3. An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable evidence substantiating the illness.

SECTION 4. An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than three (3) days, shall submit acceptable medical evidence for any additional sick leave in that year.

SECTION 5. The EMPLOYER may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abusive sick leave shall be cause for disciplinary action.

SECTION 6. The EMPLOYER may require an employee who has been absent because of personal illness, as a condition of his return to duty to be examined, at the expense of the EMPLOYER, by a physician designated by the EMPLOYER. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.



## ARTICLE V. DISCRIMINATION

SECTION 1. There will be no discrimination by supervisory or other employees of the EMPLOYER not included in the units covered by this Agreement against any employee because of membership or activities in LOCAL.

SECTION 2. The LOCAL agrees that neither it, nor the respective officers and members, nor persons employed directly or indirectly by the LOCAL, will discriminate against any employee. The LOCAL further agrees that there will be no solicitation of members, dues or funds during the working hours of employees involved.

SECTION 3. The LOCAL and the EMPLOYER reaffirm their intention that the provisions of this Agreement will continue to be applied without discrimination because of race, creed, color, sex, age or national origin of any employee.

ARTICLE VI. SALARY AND WAGE SCALE

SECTION 1. Effective January 1, 1975 the LOCAL will receive the salary authorized by the Salary Ordinance and Salary Resolution heretofore adopted by the Mayor and Board of Aldermen of the Town of Dover for the year 1975.

SECTION 2. Effective January 1, 1976 this Contract will be open to negotiation for salaries only for the years 1976 and 1977 by and between the EMPLOYER and the LOCAL.

SECTION 3. This Article is subject to the adoption of a Salary Ordinance of the Town of Dover which complies with this Section. This Section will not go into effect until said Salary Ordinance is adopted.

## ARTICLE VII. HOLIDAYS

SECTION 1. The employees shall be entitled to the following twelve (12) paid holidays:

|                       |                      |
|-----------------------|----------------------|
| New Year's Day        | Labor Day            |
| Lincoln's Birthday    | General Election Day |
| Washington's Birthday | Veteran's Day        |
| Good Friday           | Thanksgiving Day     |
| Memorial Day          | Christmas Day        |
| Independence Day      | Columbus Day         |

If any of the above holidays falls on a Saturday, then the previous Friday shall be considered the observed holiday. If any holiday falls on a Sunday, then the following Monday shall be considered the observed holiday.

## ARTICLE VIII. VACATIONS

SECTION 1. Vacations are to be in effect from January 1st to December 31st and are granted on a calendar year basis for employees who remain on the payroll continuously and without interruption for the required number of years.

SECTION 2. Leaves of absence shall neither break continuity of service nor be counted for purposes of accruing additional vacation time under this Section.

SECTION 3. Vacations must be taken during the current calendar year at such time as permitted or directed by the Chairman of the Streets and Roads Committee, unless the Chairman determines it may not be taken due to pressure of work. In case of the latter, unused vacation shall be carried forward into the next succeeding year, in which it must be granted.

SECTION 4. For the year 1975 employees will be entitled to vacation at the same rate they are accruing said vacation time prior to the execution of this Agreement.

SECTION 5. Effective January 1, 1976 employees shall be entitled to vacations according to the following schedule(an employee must, in such instance, have completed the year or years of service).

| <u>Number of Years to Service</u> | <u>Days Allowable</u> |
|-----------------------------------|-----------------------|
| First                             | Seven (7) days        |
| Second through Ten                | Twelve (12) days      |
| Eleven through Fifteen            | Fifteen (15) days     |
| Sixteen through Twenty            | Eighteen (18) days    |
| Twenty-one and over               | Twenty-one (21) days  |

SECTION 6. In cases of conflict, selection of vaction periods shall be made in order of seniority. The time when vacations are taken is subject to approval by the Streets and Roads Department Superintendent in light of work schedules.

ARTICLE IX. HOSPITALIZATION

SECTION 1. The EMPLOYER shall provide and pay in full Blue Cross and Blue Shield, plus Major Medical Insurance for all employees of the Streets and Roads Department and their dependents. The program provided shall be equal to that provided all employees of the Town of Dover.

## ARTICLE X. WORK WEEK AND OVERTIME

SECTION 1. The work week shall begin on Monday morning at 12:01 a.m. and end on the following Sunday evening at 12:00 Midnight. The regular hours of work shall be eight hours per day, forty hours per week from Monday through Sunday inclusive. The work week shall not exceed five consecutive days and there shall be two days off for every five days worked. These arrangements are subject to emergency conditions which can be implemented by a duly authorized person as set forth by the Chairman of the Streets and Roads Committee. The work day shall run from 7 a.m. through 3:30 p.m. with one (1) hour off for lunch.

SECTION 2. In the event an employee works over 40 hours, time and a half shall be paid for all hours worked in excess of 40 hours.

SECTION 3. All overtime must be approved in writing by the Chairman of the Streets and Roads Committee

SECTION 4. "Emergency" as used herein shall include any unusual conditions caused by any circumstance or situation including shortages in the personnel of the Streets and Roads Department caused by vacancies, sickness or injury, or by the taking of accrued vacation or sick leave or both, whereby the safety of the public is endangered or imperiled, as shall be determined within the sole discretion of the Chairman of the Streets and Roads Committee.

SECTION 5. In construing overtime, compensation shall be made at time and one half on the following basis:

- a. Up to the first 16 minutes of authorized overtime - no pay.
- b. Sixteen (16) through thirty (30) minutes - 30 minutes pay.
- c. Thirty-one (31) through forty-five (45) minutes - 45 minutes pay.
- d. Forty-six (46) through sixty (60) minutes - 60 minutes pay.
- e. Thereafter overtime shall be paid in fifteen (15) minute segments.

SECTION 6. Any employee called out for emergency work shall be guaranteed a minimum of two (2) hours with pay.

SECTION 7. Any employee working the night shift, except the employee operating the street sweeper, shall receive a 10% differential above and beyond the salary scale set forth in Article VI. This , however, shall not be retroactive and shall be effective from the date of execution of the within agreement by all parties hereto.

SECTION 8. Any employee who is called to work while said employee is enjoying authorized vacation time shall be paid at double time.



## ARTICLE XI. DISABILITY

SECTION 1. The EMPLOYER will pay any employee disabled in the line of duty his full pay until said employee is able to return to work or is retired for disability. Any employee disabled in the line of duty may be given a leave of absence of up to one year. Such disability shall be evidenced by a certificate of a physician designated by the EMPLOYER to examine said employee.

SECTION 2. While any employee is receiving temporary disability benefits and full pay from the EMPLOYER, he will reimburse the EMPLOYER in the amount of the temporary disability benefits received.

SECTION 3. An employee will not be required to compensate the EMPLOYER for any permanent disability benefits received.

## ARTICLE XII. GRIEVANCE PROCEDURE

### SECTION 1. Purpose

a. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise under the terms and conditions of this Agreement, including disciplinary action by management, and to resolve grievances as soon as possible, so as to secure efficiency and promote employees' morale. The parties agree that this procedure will be kept as informal as may be appropriate.

b. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chairman of the Streets and Roads Committee or any superior. Said informal discussion will not be considered part of the formal part of a grievance application and the time limits mentioned herein will not be applicable to such informal discussion of the grievance.

### SECTION 2. Definition

Within the meaning of this Section, a "Grievance" is a complaint in writing addressed to the Mayor and Board of Aldermen within two weeks of the occurrence of the incident or controversy which caused the complaint by an employee, the LOCAL or the EMPLOYER. There will be three steps for handling of the grievance.

### SECTION 3. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties if the grievant elects not to pursue his

remedies under Title II of the Civil Service Act of the State of New Jersey. If the grievant elects to proceed under Civil Service, he waives his right to proceed under this grievance procedure. The Agreement shall be followed in its entirety unless any step is waived by mutual consent of the parties. If the EMPLOYER elects to grieve under this procedure, it also waives its right to proceed under Civil Service.

a. First Step: Upon receipt of a written complaint the Mayor shall direct the Streets and Roads Committee of the Board of Aldermen to conduct a hearing and render a majority finding which shall be delivered in writing to all parties directly concerned with the grievance within 10 days of receipt of the written complaint by the Board. If this decision is accepted by those parties directly concerned the matter shall be closed. As a signal of an acceptance of an agreement, the parties directly concerned shall sign a copy of the decision, which will be placed in a closed file by the Town Clerk.

b. Second Step: If the parties to the grievance are not satisfied by the majority decision of the Streets and Roads Committee the matter shall then be referred for a hearing or review of the evidence by the Mayor and the Board of Aldermen or a majority thereof sitting in a special session for the sole determination of rendering a decision on the grievance. This session shall be held within 30 days of the filing of the appeal from the decision of the Streets and Roads Committee. The Mayor and Board of Aldermen at their discretion and upon the advice of the Town Attorney may either review the evidence or re-hear the evidence in its entirety. If the

Mayor and Board of Aldermen decides to re-hear the evidence it may call such other witnesses as it deems necessary. The parties at their own expense may represent themselves with counsel. The EMPLOYER shall record the hearing by appropriate means. Following the hearing, and no longer than two weeks from its conclusion, the Mayor and Board of Aldermen will deliver a written majority decision to all parties concerned. If this decision is accepted by those parties directly concerned the matter shall be closed. As a signal of an acceptance and agreement, the parties directly concerned shall sign a copy of the decision, which will be placed in a closed file by the Town Clerk.

c. Third Step: If such grievance is not resolved to the satisfaction of the aggrieved party, he may within fifteen (15) days after receipt of the Mayor and Board of Aldermen's written decision, notify the Mayor in writing that he wishes to take the matter to binding arbitration.

(1) An arbitrator shall be selected pursuant to the rules of the American Arbitration Association.

(2) However, no arbitration hearing shall be held sooner than thirty (30) days after the final written decision of the Mayor and Board of Aldermen. In the event the aggrieved elects to pursue the Civil Service procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration and the LOCAL shall pay whatever costs may have been incurred in processing the case to arbitration. In the event the EMPLOYER elects to pursue Civil Service procedures in lieu of an arbitration hearing, the hearing shall be cancelled and the matter withdrawn from arbitration and the EMPLOYER shall pay whatever costs may have

been incurred in processing the case to arbitration.

(3) The arbitrator shall be bound by the provisions of this Agreement and restricted to the interpretation and application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, detract from, or modify in any way the provisions of this Agreement or any Amendment or Supplement thereto.

(4) The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the EMPLOYER and the LOCAL and shall be binding on the parties.

(5) The cost for the services of the arbitrator shall be borne equally between the EMPLOYER and the LOCAL. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the party incurring same.

(6) The time limits set forth herein shall be strictly adhered to and the failure to process a grievance to the next step within the specified time limit shall be deemed to mean that the grievant has accepted the latest determination made. However, upon mutual consent of the parties, the time limits in any step may be extended or contracted.

### ARTICLE XIII. NO-STRIKE PLEDGE

SECTION 1. The LOCAL covenants and agrees that during the term of this Agreement neither the LOCAL nor any person acting in its behalf will cause, authorize, condone or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work, or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, or walkout. The LOCAL agrees that such action would constitute a material breach of this Agreement.

SECTION 2. In the event of a strike, work stoppage, slowdown, or other job action, it is covenanted and agreed that participation in any such activity by any employee covered by this Agreement shall be grounds for disciplinary action which will include suspension or termination, subject however, to the Grievance Procedure.

SECTION 3. The LOCAL will actively discourage any of its members or persons acting in their behalf, from taking part in any strike, slowdown, walkout or job action, and make reasonable efforts to prevent and terminate such illegal action.

SECTION 4. Nothing contained in this Agreement shall be construed to limit or restrict the EMPLOYER in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction

or damages or both in the event of such breach by the LOCAL, its members,  
or any person acting on its behalf.

#### ARTICLE XIV. FULLY BARGAINED PROVISIONS

SECTION 1. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues and shall govern all wages, rights and responsibilities of the parties which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.



#### ARTICLE XV. BULLETIN BOARDS

One bulletin board will be made available to the Union for the purpose of posting Union notices relating to meetings, dues, entertainment, health and safety, and general union activities, at each location where men assemble for work assignments.

## ARTICLE XVI. APPLICABILITY OF CIVIL SERVICE

It is recognized that the EMPLOYER and the Employees of the Town of Dover are subject to and covered by the Laws of Civil Service of the State of New Jersey and by the Rules and Regulations of the Department of Civil Service of the State of New Jersey. If any provision of this Agreement is inconsistent with the laws of Civil Service or with the Rules or Regulations of the Department of Civil Service, such provision of this Agreement shall be superseded by such laws or by such rules or regulations.

ARTICLE XVII. RULES AND REGULATIONS

The EMPLOYER has the right to continue to establish reasonable rules and regulations governing the operations of the Streets and Roads Department and the conduct of its personnel.

ARTICLE XVIII. SEPARABILITY AND SAVINGS

SECTION 1. If any section, part, phrase, or provision of this agreement or the application thereof to any person, project or circumstances, be adjudged invalid by any court of competent jurisdiction or by legislative action, such judgment or action shall be confined in its operation to the section, part, phrase, provision or application directly involved in the controversy in which such judgment or action shall have been rendered and shall not affect or impair the validity of the remainder of this agreement or the application thereof to other persons, projects or circumstances.

ARTICLE XIX. JURY DUTY

An employee who loses time from his job because of jury duty, shall be paid the difference between his regular rate for eight (8) hours and the daily jury fee.

ARTICLE XX. DEATH IN THE FAMILY

An employee shall be allowed time off without loss of pay for three successive calendar days next following the date of a death in his immediate family. The immediate family is defined as wife or husband, parents, children, mother-in-law and father-in-law.

## ARTICLE XXI. UNIFORMS

The EMPLOYER shall supply the employees with uniforms, and gloves. Employees may not utilize uniforms, gloves and equipment for personal use and shall not wear uniforms and gloves except during regular hours of employment.

ARTICLE XXII. CHECK-OFF

The Employer agrees to deduct Union membership dues and assessments from the wages of an employee in accordance with appropriate written authorization signed by the employee while such written authorization is in effect.

In consideration for the administrative handling of the dues by the Employer the LOCAL agrees to reimburse the Employer for the time spent by the Town Treasurer each month for the administration of the dues check-off program at the rate of 1 hour of the Town Treasurer's time per month.



ARTICLE XXIII. TERM AND RENEWAL OF AGREEMENT

SECTION 1. This Agreement shall take effect Januray 1, 1975 and shall remain in full force and effect until midnight, December 31, 1977, and thereafter from year to year unless either party shall give notice in writing ninety (90) days in advance of the expiration date of this agreement of the desire to amend or terminate the same. All changes by the moving party must be submitted in writing at the time the initial ninety (90) day notice is given. Thereafter the responding party shall have (30) days to give notice of proposed changes and/or counter proposals in writing. No such changes by either party shall be considered which are not received in accordance with this Section.

Notwithstanding, the date of execution of this Agreement, the terms and conditions thereof are retroactive to Januray 1, 1975.

IN WITNESS WHEREOF, the parties have hereunto set their

hands and affixed their corporate seals the day and year first above written.

TOWN OF DOVER

ATTEST:

Michael A. DeLorenzo

Michael A. DeLorenzo  
Town Clerk

Date: July 30, 1975

Attest:

\_\_\_\_\_

Date: July 30 1975

By Richard M. Newman  
Richard M. Newman, Mayor  
Town of Dover

By Dickson L. Bredbenner  
Dickson L. Bredbenner  
Chairman, Streets and Roads  
Committee

By \_\_\_\_\_

By Albert Baclar  
Albert Baclar, Teamsters & Chauffers  
Local 37

Linda Lee Bland  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires June 25, 1978  
As to Albert Baclar